

## Message

**From:** Wachs, Lawrence C (Larry) [/O=FAIRISAAC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=LARRYWACHS]  
**Sent:** 11/26/2008 8:49:11 AM  
**To:** Schreiber, Russell (Russ) [RussSchreiber@fairisaac.com]  
**Subject:** Global View of Chubb

In reviewing my notes and some archived e-mails it's apparent to me that the corporate ELA that was negotiated with Phil Folz and June Drewey intended to include the Global license. Here's one of the emails that was sent to lock the team before the first negotiation. "Global" is referenced twice. In my recollection they were adamant about keeping Global on the table but they did take Cobol, Smartforms off the table to wait for projects requiring that functionality.  
 Call with any questions

Larry

From: Wachs, Lawrence C (Larry)  
 Sent: Tuesday, December 12, 2006 11:10 AM  
 To: Layden, Mark  
 Cc: Gordon, Michael J (Mike); Waid, William P (Bill); Haines, John K; Schreiber, Russell (Russ)  
 Subject: Chubb ELA Pricing Rationale - from Russ and Larry- the "Pursuit Team"

Attendees at the meeting include: Phil Folz - Corporate SVP and a direct report to the corporate CIO, Julia Boland - SVP of the Shared Resource procurement department and Jim Black - Procurement manager and contract administrator.

#### Original Negotiations in June of '06

- We quoted Chubb \$1.6 mil for a Corporate ELA for .Net and Java - limited dev seats

- In June, after negotiation - (we were asking \$500k) for the Specialty lines - we settled for \$350,000 for 10 seats, Java and .Net. The buy was separated into 200k in June then another 150k within 30 days due to signature requirements on the Chubb side.

- We also agreed to hold 100% of the license fees paid as creditable towards the 1.6 mil corporate ELA for 12 months. Resulting in a \$1,250,000 corp ELA with limited dev seats.

#### December Discussions

- We were told that 75% of the \$1,250,000 or \$937,500 would get it done but they realize we couldn't go that far. We offered to lower the ELA to \$1,100,000 to get it done which is a split right down the middle of the 1.25m and the 937k

- Then the Cobol & SmartForms and unlimited seat discussions came up. We came in at \$1,500,000 for everything.

- They backed off everything saying they didn't have projects on the board and asked us to sharpen our pencils on ELA and unlimited seats. We countered by dropping the ELA to \$1,050,000 and adding in the unlimited dev seats for 50k.

#### Pricing Rational

Following is a breakdown of premium revenue ('05) by business unit at Chubb:

Specialty - \$3 billion - 24.4%

Commercial - \$5 billion - 40.7%

Personal - \$3.3. billion - 26.8%

Global- Other \$ 1 billion - 8.1%

With Specialty representing 24% of the revenue the equivalent ELA would be \$1,458,333 using the \$350k price we gave to Specialty. Backing out the \$350k brings the \$1,458,333 down to roughly \$1.1m and we're still not talking unlimited dev seats. Said another way - CSI represented 24% of the revenue of Chubb Corporate and we tried to maintain that parity in the Corporate ELA - and we threw in a valuable kicker - unlimited seats.

Again we're at \$1,050,000 for global ELA plus \$50k for unlimited seats. Maintenance at 15% is on top of it.

I think we need to find out what # they're trying to fit to so we can possible offer the ELA in chunks as we did the June deal. Chunks could include .net, Java, and or unlimited dev seats.

Good luck today..we're all counting on you!

Larry

Larry Wachs  
Account Executive  
Fair Isaac Corporation/EDM Technology Group  
516-791-5139 - H.O. Tel.  
917-968-5959 - Mobile

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## Message

**From:** Sawyer, Michael L (Mike) [/O=FAIRISAAC/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=MIKESAWYER]  
**Sent:** 8/14/2012 2:44:56 PM  
**To:** Hill, Richard [RichardHill@fico.com]  
**CC:** Schreiber, Russell (Russ) [RussSchreiber@fico.com]; Jacobson, Laurence Charl (Larry) [LarryJacobson@fico.com]  
**Subject:** RE: Chubb (again)

It's probably 2-3 years old at this point. They did a POC of Blaze vs Drools and selected Blaze. I helped some folks at Chubb US put together a position paper to influence their decision. I believe it is automated renewal underwriting.

Mike Sawyer  
 Client Partner - Insurance & Healthcare

FICO  
 Boston, MA

T 617 589 4651  
 C 617 401 1380  
 mikesawyer@fico.com  
 www.fico.com

-----Original Message-----

**From:** Hill, Richard  
**Sent:** Tuesday, August 14, 2012 3:43 PM  
**To:** Sawyer, Michael L (Mike)  
**Cc:** Schreiber, Russell (Russ); Jacobson, Laurence Charl (Larry)  
**Subject:** Re: Chubb (again)

Thanks Mike

Its just come in as a lead so will speak with the Chubb guy tomorrow.

Have cc'd Larry as he was involved with me a while ago when we tried to extend Blaze to Chubb UK.

Do you know more about the UW app in the UK as that's a new one to me?

Thanks  
 Richard Hill  
 Client Services - Partner  
 +44 (0)7930 451758  
 www.fico.com

Sent using Blackberry  
 Apologies for typos or brevity

----- Original Message -----

**From:** Sawyer, Michael L (Mike)  
**Sent:** Tuesday, August 14, 2012 01:54 PM  
**To:** Hill, Richard  
**Cc:** Schreiber, Russell (Russ)  
**Subject:** RE: Chubb (again)

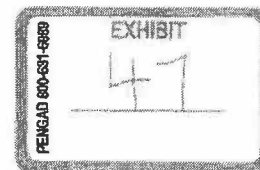
Richard -

I am the CP for Chubb. They do have a Global ELA for Blaze and have an automated UW Application running in the UK already. As Russ pointed out, our upside is around Model Central, Decision Simulator and PS and we are doing a MC POC for them right now. Blaze Advisor is the standard for rule deployments at Chubb and their enterprise architect has mandated that any project that requires a rule engine will use Blaze. Henry Mirollyuz is the technical resource at Chubb responsible for Blaze and pretty much all projects run through him.

Let me know how I can help.

Mike Sawyer  
 Client Partner - Insurance & Healthcare

FICO



Boston, MA

T 617 589 4651  
C 617 401 1380  
mikesawyer@fico.com  
www.fico.com

-----Original Message-----

From: Schreiber, Russell (Russ)  
Sent: Tuesday, August 14, 2012 12:54 PM  
To: Hill, Richard  
Cc: Sawyer, Michael L (Mike)  
Subject: Re: Chubb (again)

They do have a blaze ela, we're working a model central poc. The need model central, simulator and always buy services in varying quantities

Check w mike sawyer on the lay of the land

Russ Schreiber  
+1 917 214 2614

----- Original Message -----

From: Hill, Richard  
Sent: Tuesday, August 14, 2012 11:34 AM  
To: Schreiber, Russell (Russ)  
Subject: Chubb (again)

Hey Russ

Chubb UK have started being interested in Blaze (again) and I'll try and speak with the new contact who apparently wants to do a POC for underwriting.

If memory serves, Owen Williams was the FICO supportive VP in Chubb Speciality and Ian Brodie the CP.

Let me know if anything has changes - good or bad - and more importantly whether we can actually sell anything new here as I seem to remember their US blaze license allowed them the software for free...

Hope all good with you and you enjoyed the London Olympics on TV

R  
Richard Hill  
Client Services - Partner  
+44 (0)7930 451758  
www.fico.com

Sent using BlackBerry  
Apologies for typos or brevity

## Message

**From:** Brynteson, Oliver [/O=FAIRISAAC/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=OLIVERBRYNTESON]  
**Sent:** 8/28/2012 11:12:28 AM  
**To:** Clark, Oliver James [OliverClark@fico.com]  
**Subject:** FW: Chubb - Personal Lines Insurance - Blaze Expansion and development opportunity

**Oliver Brynteson** | Business Development

EMEA

**FICO**

5<sup>th</sup> Floor Cottons Centre, Hays Lane,

London, SE1 2QP

Mobile: + 44 (0) 7940 912160

[www.fico.com](http://www.fico.com)

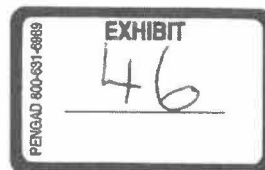
**From:** Brynteson, Oliver  
**Sent:** 28 August 2012 17:02  
**To:** Hill, Richard  
**Cc:** Lawrence, Gary (GaryLawrence@fico.com); Young, Nigel; Clark, Ernest (Ernie)  
**Subject:** Chubb - Personal Lines Insurance - Blaze Expansion and development opportunity

Hi Richard,

I met with these guys from Chubb Personal Lines Insurance:

- Matthew Male: PM and Tech Analyst
- Paul Davy: BA
- Mark Wilson: Technical Architect

These guys are based in Fenchurch Street but were over at Cottons meeting a guy called Craig Worth (PM Blaze) and others so arranged to meet the three off them in Cottons while we had the opportunity. They don't know much if anything about Blaze Advisor at the moment so are putting the feelers out there with the aim of building a go forward plan by the end of September. As Blaze is already in the company and is well liked they are keen to go down that route rather than pull in another solution that will need to go through the US for approval and more than likely take 2years before anything happens. They clearly need guidance on our offering and are keen for FICO to be involved in this process. It could present opportunities to sell additional software/upgrade (depending what is included on their Blaze ELA), consultancy and training.



Confidential

FICO0002015

The budget for this work hasn't been fixed yet and there are discussions going internally about where this would come from, although this shouldn't be an issue according to Matthew.

Key points they mentioned:

- Enabling business users to amend rules themselves. So a business user friendly front end was crucial.
- What if analysis – i.e. if a rule is changed how do this affect the rest of the system
- Pricing automation – particularly for their broker facing website (less important but was mentioned)
- Re-engineer and modernise – they currently have a myriad of different rules engines (4 implementations of rules engines apparently) and pieces of software and is viewed by the business that to improve they need to consolidate and move to a single platform to help them meet their business needs. Blaze would therefore be a good fit.

I have invited them to attend the London Tools User Forum and have been given the all clear to offer a free entry. They seemed keen to attend (Paul Davy will more than likely be the one to attend). I have provided them with a number of FICO whitepapers and case studies that they have taken away to review.

I have provided the names of Richard Hill and Larry Jacobson as the go to people with FICO.

Next steps:

- Organise a follow up meeting with them either in Cottons or their Fenchurch Street offices with appropriate FICO resources – ASAP. (Oli and Rich)
- Chase for attendance of tools user forum (Oli)
- Understand current contract status (Rich)

**Oliver Brynteson | Business Development**

EMEA

**FICO**

5<sup>th</sup> Floor Cottons Centre, Hays Lane,

London, SE1 2QP

Mobile: + 44 (0) 7940 912160

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**From:** markwilson@chubb.com [mailto:markwilson@chubb.com]

**Sent:** 28 August 2012 14:40

**To:** Brynteson, Oliver

**Subject:** RE: Re Blaze Advisor Trial

Hi Oliver

Just to confirm as discussed earlier, we'll pop in around 3:30 for a quick hello, just for your records we are

Matthew Male, PM and Tech Analyst  
Paul Davy, BA  
and myself as Technical Architect

We work for Personal Lines Insurance based in Fenchurch St

Regards

Mark

From: "Brynteson, Oliver" <OliverBrynteson@fico.com>  
To: "markwilson@chubb.com" <markwilson@chubb.com>  
Cc: "Hill, Richard" <Richard.Hill@fico.com>  
Date: 28/08/2012 14:15  
Subject: RE: Re Blaze Advisor Trial

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Hi Mark,

Thanks for the email.

I have just spoken to my colleague Richard Hill. He confirmed that he will reach out to you shortly to catch up with you.

Is there a good time for Richard to call you today or tomorrow?

Best regards,  
Oliver

**Oliver Brynteson** | Business Development  
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London, SE1 2QP  
Mobile: +44 (0) 7940 912160  
[www.fico.com](http://www.fico.com)

**From:** [markwilson@chubb.com](mailto:markwilson@chubb.com) [<mailto:markwilson@chubb.com>]  
**Sent:** 28 August 2012 13:53  
**To:** Brynteson, Oliver  
**Subject:** Re Blaze Advisor Trial

Hi Oliver

I got your address from Gary's out of office message.

I work for Chubb Europe in London. we have been doing a POC to see if/how Blaze could help in our insurance underwriting system. We have been playing a bit with the trial version and are getting to the point where we have more questions than answers. I also see from the FICO website there is a rules simulation tool that sounds like the sort of thing our business have been asking for.

Could you, or one of your colleagues please get in touch, Gary suggested one of the names below, but I have not been contacted by anybody. Could you please help?

Regards

Mark

----- Forwarded by Mark Wilson/EUZ/ChubbMail on 28/08/2012 13.47 -----

From: "Lawrence, Gary" <[garylawrence@fico.com](mailto:garylawrence@fico.com)>  
To: "[markwilson@chubb.com](mailto:markwilson@chubb.com)" <[markwilson@chubb.com](mailto:markwilson@chubb.com)>  
Date: 14/08/2012 15:46  
Subject: RE: Your Blaze Advisor Trial Download

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Dear Mark

Thanks very much for the background information. I am aware that we had some meetings before at Cottons (where we are also based!) yet I will let my colleagues expound on this and provide you with relevant contacts in US too.

Either Richard Hill, Client Partner, or Larry Jacobson, Insurance Specialist, will reach out to you soon to discuss your needs in greater depth.

Thanks

Gary

**From:** [markwilson@chubb.com](mailto:markwilson@chubb.com) [<mailto:markwilson@chubb.com>]  
**Sent:** 14 August 2012 12:26 PM  
**To:** Lawrence, Gary  
**Subject:** RE: Your Blaze Advisor Trial Download

Hi Gary

My full contact details are as follows:

Mark Wilson  
106 Fenchurch Street  
London  
EC3M 5NB

020 7956 5550



I believe one of our teams based in the Cottons Centre here in London have also used Blaze, my contacts there are Craig Worth, or Richard Johnson, if your colleagues have come across them. Unfortunately with summer holidays the first I can get a meeting with Craig is 28th August.

As for the application, its underwriting automation

Yes I have been going through our corporate governance standards etc hence I know Blaze is the preferred tool, and I can get a list of business areas that use it, but unfortunately finding actual Chubb contacts is not so clear. So if you have some actual names it might be very handy.

Regards

Mark

From: "Lawrence, Gary" <gary.lawrence@fico.com>  
To: "markwilson@chubb.com" <markwilson@chubb.com>  
Date: 14/08/2012 09:49  
Subject: RE: Your Blaze Advisor Trial Download

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Hi Mark,

It would be good to find out more on your potential project needs around Blaze Advisor. Can you send me your full contact details please so I can pass on to appropriate colleagues who have had dealings with Chubb previously so they can discuss further with you directly?

At a high-level, are you considering rules-based applications for claims or underwriting automation and/or for fraud detection or other areas?

You are probably also aware that Chubb use Blaze Advisor in the US and my colleagues can provide further details if needed.

Regards

Gary

**From:** markwilson@chubb.com [mailto:markwilson@chubb.com]  
**Sent:** 13 August 2012 2:49 PM  
**To:** Lawrence, Gary  
**Subject:** Re: Your Blaze Advisor Trial Download

Hi Gary

Apologies for the very long time in getting back to you, but I didn't want to engage with you too early. We have now been

given a formal remit to look into rules and Blaze to see if it will fit and to perform a PoC so that we can demonstrate the capabilities to our business users.

We are currently working on a draft outline of what a PoC should cover, I can get that to you as soon as its available. In the meantime it might be worth us having a quick phone call

Regards

Mark

From: Gary Lawrence <[garylance@fico.com](mailto:garylance@fico.com)>  
To: "markwilson@chubb.com" <[markwilson@chubb.com](mailto:markwilson@chubb.com)>  
Date: 19/03/2012 16:44  
Subject: Your Blaze Advisor Trial Download

---

Dear Mark,

Thank you for your interest in Fair Isaac® Blaze Advisor® business rules management system.

With Blaze Advisor, organizations can:

- \*Automate and maximize control over high volume operational decisions at unmatched processing speeds.
- \*Deploy and manage rules across all platforms from a centralized repository.
- \*Enable business users to change and manage rules without IT involvement
- \*Simulate and optimize your rules faster than the competition
- \*Inject predictive analytics into rules-based applications to increase precision and value.
- \*Develop SOA-based decision services to extend legacy systems while minimizing technical risk.

I'd like the opportunity to discuss why you're evaluating rules management technologies and quickly determine how, if and when Blaze Advisor can meet your future objectives.

Please contact me directly if you have interest in a Blaze Advisor personalized demonstration that could be shown within your specific industry and decision process requirements. For more information and demo support please visit:  
<http://brforum.fairisaac.com/blaze/>

Kind regards,

Gary Lawrence  
Business Development Consultant  
FICO  
London, England  
Tel +44 (0)207 9408716  
[garylance@fairisaac.com](mailto:garylance@fairisaac.com)

Fair Isaac is now FICO, please visit [www.fico.com](http://www.fico.com)

**Mark Wilson | Technical Architect | Chubb Insurance Company of Europe SE**

106 Fenchurch Street, London, EC3M 5NB UK | Direct Line: 020 7956 5550 | Fax: | Mobile: n/a

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**Mark Wilson | Technical Architect | Chubb Insurance Company of Europe SE**

106 Fenchurch Street, London, EC3M 5NB UK | Direct Line: 020 7956 5550 | Fax: | Mobile: n/a

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**Mark Wilson | Technical Architect | Chubb Insurance Company of Europe SE**

106 Fenchurch Street, London, EC3M 5NB UK | Direct Line: 020 7956 5550 | Fax: | Mobile: n/a

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Message

**From:** Russ Schreiber [RussSchreiber@fico.com]  
**Sent:** 3/26/2015 9:35:47 AM  
**To:** Andy Moffat  
**CC:** Mark Collingwood [MarkCollingwood@fico.com]; Larry Jacobson [LarryJacobson@fico.com]; Oliver Clark [OliverClark@fico.com]  
**Subject:** RE: Licenses

It was done years ago ... in multi steps. Rough order of magnitude is \$1.5m - \$1.9m USD

You can pull up the contracts in pramata for precise answers

Russ Schreiber  
m +1.917.214.2614

**From:** Andy Moffat  
**Sent:** Thursday, March 26, 2015 9:24 AM  
**To:** Russ Schreiber  
**Cc:** Mark Collingwood; Larry Jacobson; Oliver Clark  
**Subject:** RE: Licenses

Thanks Russ.

Can we get an idea of what the license cost for the ELA is and then we can try and work out a cost for Decision Simulator.

Can you also confirm if it's a perp or term (if term how many years?) and % for maintenance?

Thanks

Andy

**From:** Russ Schreiber  
**Sent:** 26 March 2015 12:50  
**To:** Andy Moffat  
**Cc:** Mark Collingwood; Larry Jacobson; Oliver Clark  
**Subject:** Re: Licenses



I'd sell them regional

Russ

m 917.214.2614

Sent from my phone

On Mar 26, 2015, at 8:28 AM, Andy Moffat <[AndyMoffat@fico.com](mailto:AndyMoffat@fico.com)> wrote:

Thanks Russ, so to summarise there's no additional licensing costs for this except to included Decision Simulator – would that be a regional addition or global?

Would have thought regional to allow sales elsewhere if needed?

Cheers

Andy

**From:** Russ Schreiber  
**Sent:** 26 March 2015 12:27  
**To:** Andy Moffat  
**Cc:** Mark Collingwood; Larry Jacobson; Oliver Clark  
**Subject:** Re: Licenses

Chubb has global ela for blaze but no simulator

Russ

m 917.214.2614

Sent from my phone

On Mar 26, 2015, at 6:53 AM, Andy Moffat <[AndyMoffat@fico.com](mailto:AndyMoffat@fico.com)> wrote:

Hi Russ,

Hope you are well?

Larry and Olly recently met with Chubb in London and we are looking to do some work with them:

1. Additional Blaze license for commercial property (European wide)
2. Check if they have Decision Simulator as part of the contract

Can you help here?

Happy to crack on but need sight of the existing commercials and contract terms.

Thanks

Andy

**From:** Oliver Clark  
**Sent:** 25 March 2015 15:57  
**To:** Andy Moffat  
**Cc:** Mark Collingwood  
**Subject:** FW: Licenses

More information for you Andy.

**From:** [htonkin@chubb.com](mailto:htonkin@chubb.com) [<mailto:htonkin@chubb.com>]  
**Sent:** 25 March 2015 15:54  
**To:** Oliver Clark  
**Cc:** [davidgibbs@chubb.com](mailto:davidgibbs@chubb.com)  
**Subject:** Re: Licenses

Yes, correct thanks Olly.

If your account exec can back to us ASAP with a pricing model that would be great as we need to seek funding for this.  
Hint- don't make it too steep day one as it will make the business case in the future for global adoption less appealing ;-)

Cheers

Hamish

Hamish Tonkin

**Hamish Tonkin | CAH Global Enterprise Architect / APZ Architecture Authority | Chubb Insurance Company of Europe  
SE  
Cottons Centre, Hays Lane, London, SE1 2QP UK | Direct Line: [0207 895 3435](tel:02078953435) | Mobile: [+44 \(0\)7500 063178](tel:+4407500063178)**

On 25 Mar 2015, at 12:38, "Oliver Clark" <[OliverClark@fico.com](mailto:OliverClark@fico.com)> wrote:

Thanks Hamish – I have forwarded this request to the FICO Account Executive for Chubb. I am assuming that this is purely to cover commercial property insurance, on a pan-European basis?

Regards,

Olly

**From:** [htonkin@chubb.com](mailto:htonkin@chubb.com) [mailto:[htonkin@chubb.com](mailto:htonkin@chubb.com)]

**Sent:** 24 March 2015 16:01

**To:** Oliver Clark

**Cc:** [davidgibbs@chubb.com](mailto:davidgibbs@chubb.com)

**Subject:** Re: Licenses

Thanks Olly,

The usage would be policy admin system

Cheers

Hamish

Hamish Tonkin

**Hamish Tonkin | CAH Global Enterprise Architect / APZ Architecture Authority | Chubb Insurance Company of Europe  
SE**

Cottons Centre, Hays Lane, London, SE1 2QP UK | Direct Line: [0207 895 3435](tel:02078953435) | Mobile: [+44 \(0\)7500 063178](tel:+44107500063178)

On 24 Mar 2015, at 16:00, "Oliver Clark" <[OliverClark@fico.com](mailto:OliverClark@fico.com)> wrote:

Hello Hamish,

Good to meet you again, also.

I don't believe your current licence covers the usage of the Decision Simulator module, but let me check the contracts library. Blaze Advisor licenses are typically scoped by application area – could you please supply me with a description of the application(s) you would like to use this within?



Regards,

Olly

**From:** [htonkin@chubb.com](mailto:htonkin@chubb.com) [<mailto:htonkin@chubb.com>]  
**Sent:** 24 March 2015 09:57  
**To:** Oliver Clark  
**Cc:** [davidgibbs@chubb.com](mailto:davidgibbs@chubb.com)  
**Subject:** Licenses

Hi Oli,

good to meet up again.

Would you please be able to chase down whether we have Decision Simulator as part of our license agreement.

If not, can you please provide a high level cost for this component?

Many thanks

Hamish

Hamish Tonkin

Hamish Tonkin | CAH Global Enterprise Architect / APZ Architecture Authority | Chubb Insurance Company of Europe SE  
Cottons Centre, Hays Lane, London, SE1 2QP UK | Direct Line: 0207 895 3435 | Mobile: +44 (0)7500 063178

 Please consider the environment before printing

**Hamish Tonkin**  
**CAH Global Enterprise Architect**  
**Chubb Insurance Company of Europe SE**  
Cottons Centre, Hays Lane, London, SE1 2QP UK

**T:** [+44 \(0\) 207 895 3435](tel:+442078953435) **F:**

**M:** [+44 \(0\) 7500 063178](tel:+447500063178) **W:** [www.chubb.com/uk](http://www.chubb.com/uk) **Twitter:** [@ChubbUK](https://twitter.com/ChubbUK)

Please be advised that with effect from 1 May 2015, Chubb Europe's registered offices and London correspondence address will move to One America Square, 17 Crosswall, London, EC3N 2AD. Our switchboard number will remain the same. Outside of London, our correspondence addresses will remain unchanged.

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**Hamish Tonkin**  
**CAH Global Enterprise Architect**  
**Chubb Insurance Company of Europe SE**  
**Cottons Centre, Hays Lane, London, SE1 2QP UK**

**T:** **F:**  
**M:** **W:** [www.chubb.com/uk](http://www.chubb.com/uk) **Twitter:**

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**M:** +44 20 7956 5000 **W:** [www.chubb.com/uk](http://www.chubb.com/uk) **Twitter:** [@chubbuk](#)

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Message

**From:** Oliver Clark [OliverClark@fico.com]  
**Sent:** 4/1/2015 6:59:06 AM  
**To:** Richard Lagerweij [richardlagerweij@fico.com]  
**Subject:** FW: Decision Simulator Proposal  
**Attachments:** FICO\_ChubbInsurance\_DecisionSimulator\_Issued010415docx.docx  
**Importance:** High

Tactical error – too high and scoped to UK only. Better to start lower and with a per-application scope.

**From:** Andy Moffat  
**Sent:** 01 April 2015 11:07  
**To:** htonkin@chubb.com  
**Cc:** davidgibbs@chubb.com; Mark Collingwood; Oliver Clark; Larry Jacobson  
**Subject:** Decision Simulator Proposal  
**Importance:** High

Hi Hamish,

Please see the attached proposal for the licensing costs and associated training for Decision Simulator. The prices are heavily discounted in line with the existing Blaze contract. No additional Blaze license(s) are needed as it is covered within the overall global Blaze ELA.

Happy to talk through / organise a call if needed?

Kind regards

Andy

Andy Moffat  
Senior Account Executive

**FICO**

5<sup>th</sup> Floor Cottons Centre,  
Hays Lane,  
London, SE1 2QP  
Mobile: +447515 066012  
[andymoffat@fico.com](mailto:andymoffat@fico.com)



[www.fico.com](http://www.fico.com)



**Subject:** Decision Simulator  
**Distribution:** Hamish Tonkin (Chubb Insurance)  
 David Gibbs (Chubb Insurance)  
 Larry Jacobson (FICO)  
 Mark Collingwood (FICO)  
 Oliver Clark (FICO)  
**Date:** 1<sup>st</sup> April 2015  
**Author:** Andy Moffat (FICO)

#### (A) Introduction

This document is FICO's proposal for the provision for Decision Simulator within FICO Blaze Advisor. Below are the requirements and costs.

Chubb Europe, are embarking on a project to systematise their corporate property insurance spreadsheets, with Blaze Advisor positioned as the tool in which to do this.

#### (B) Project Requirements

- Decision Simulator to be included in existing Blaze ELA contract
- Decision Simulator training

#### (C) Costs

For the provision of a regional (UK) license for the use of Decision Simulator and the associated training course.

Service	Cost
Decision Simulator UK license	£140,000
Decision Simulator Training (DSA – 1.5 days)*	£8,000

*\*Assuming that Chubb have already had Blaze Fundamentals and RMA training.*

All prices valid for 30 days only.

#### (D) Next Steps

Following confirmation of Chubb Insurance's decision on how best to proceed, FICO will provide a short contract for review.

Should you have any questions on this offer, please do not hesitate to contact:

Andy Moffat  
 Senior Account Executive  
 T: 07515 066012  
 E: andymoffat@fico.com

Mark Collingwood  
 Sales Director  
 T: 07951 268505  
 E: andymoffat@fico.com

**From:** Hopp, Andrew D <Andrew.Hopp@Chubb.com>  
**Sent:** Wednesday, March 23, 2016 1:14 PM  
**To:** Lopata, Pamela <plopata@chubb.com>; Pawloski, Tamra A <tpawloski@chubb.com>; Harlam, William <Bill.Harlam@chubb.com>  
**Subject:** Fwd: New Chubb and FICO Dispute re Blaze Software License -Confidential Settlement Proposal Subject to FRCP Rule 408  
**Attach:** Chubb LTD License Expansion Amendment 03-23-16 V5.doc; ATT00001.htm

REDACTED

Begin forwarded message:

**From:** Tom Carretta <tomcarretta@fico.com>  
**Date:** March 23, 2016 at 2:01:53 PM EDT  
**To:** "andrew.hopp@chubb.com" <andrew.hopp@chubb.com>  
**Subject:** New Chubb and FICO Dispute re Blaze Software License - Confidential Settlement Proposal Subject to FRCP Rule 408

Hello Andrew.

As you are likely aware, the respective business teams have been working together on various proposals to resolve the dispute regarding breach of the license agreement between the Chubb & Sons division of Federal Insurance Company under "Old Chubb" as a result of the violation of the anti-assignment provision in Section 10 of the Agreement. Additionally, we have become aware of two UK installations of the subject software, which is outside the scope of the Agreement. Lastly, we have now become apprised of a probable third installation of the subject Blaze software in Canada, which is again outside the scope of the license Agreement. The settlement proposals thus made do not include this third concern, save the enterprise proposal.

The proper license by Chubb & Sons is limited to installation in the United States and only for Chubb & Sons and its enterprise applications within the United States, where enterprise means Chubb & Sons controlled affiliates. These applications include several core processing applications that rely on Blaze to effectuate business on Chubb & Sons behalf.

That said, FICO has extended the settlement negotiation period longer than expected and FICO is now advising that we are concluding the extension of the cure period at end of business on March 30, 2016. In the hope that we can conclude a business based settlement, I am enclosing an updated Amendment designed to encompass an enterprise license to cure all defects and enable New Chubb to operate across all geographies (save those barred by law such as Iran and Syria). Please let me know the direction of New Chubb and if you will be providing redlines and by when. Short of a business solution, FICO will pursue all of its legal remedies.

Thank you.

Tom Carretta  
Vice President Legal and Associate General Counsel  
**FICO**  
tomcarretta@fico.com  
www.fico.com  
Rosedale Corporate Plaza



Confidential

FED009413\_0001



2665 Long Lake Road  
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**Amendment Three and License Transfer to  
Software License and Services Agreement**

This Amendment Three ("**Amendment Three**") is dated March \_\_, 2016 ("**Amendment Three Effective Date**") and is between Fair Isaac Corporation ("**Fair Isaac**") and Chubb Limited, through its division Chubb & Son ("**Client**").

- A. Fair Isaac and Client entered into the Software License and Services Agreement dated June 30, 2006 (LR30073) whereby Client licensed certain Fair Isaac Products known as Blaze Advisor on a Named Application basis.
- B. Fair Isaac and Client entered into Amendment One on August 01, 2006 whereby the Named Application license was expanded to a Divisional Enterprise License as more fully described therein.
- C. Fair Isaac and Client entered into Amendment Two on December 28, 2006 whereby the Divisional Enterprise License was expended to an Enterprise License as more fully described therein.
- D. Ace Limited, now known as Chubb Ltd., acquired The Chubb Corporation on January 14, 2016 effecting a change of control requiring consent to assign the Agreement from Chubb and Son, a division of Federal Insurance Company, which itself is a wholly owned and controlled subsidiary of the Chubb Corporation. The Agreement requires Fair Isaac consent to transfer and assign the Agreement to Chubb Limited.
- E. Additionally, Chubb & Son is utilizing three Named Applications outside the authorized Territory under the Agreement.
- F. The parties desire to have the Blaze Advisor Enterprise license provided under the Agreement transferred to Chubb Limited and to otherwise modify and rectify the Agreement to reflect current and future use as described herein, and to otherwise compromise, settle and resolve any disputes related to the foregoing.
- G. In consideration of the foregoing, and other consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby agree as follows:

1. Replacement License. The parties agree the license to use the Fair Isaac Products set forth in the Agreement is hereby terminated and of no further force and effect; and that in lieu thereof, Fair Isaac hereby grants Client a license to use the Fair Isaac Products listed on Exhibit A attached hereto on the terms and conditions listed in the Agreement and as set forth in Exhibit A.

2. General. Unless otherwise indicated, capitalized terms used in this Amendment Three have the meanings given them in the Agreement. Except as expressly amended by this Amendment Three, the provisions of the Agreement continue in full force and effect. If there is a conflict between the Agreement and this Amendment Three, the terms of this Amendment Three control. This Amendment Three, together with the terms of the Agreement, constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations,

conditions, and other communications between the parties relating to such subject matter, as well as the terms of all existing or future purchase orders and acknowledgements.

Fair Isaac and Client are signing this Amendment Three as of the Amendment Three Effective Date, notwithstanding the date of the parties' actual signatures.

**Fair Isaac Corporation**

**Chubb Limited**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Instructions to Client:

1. *Appropriate corporate officer should execute 2 copies of the document.*

2. *Complete all requested information below:*

Information For Notices:	For Client:	For Fair Isaac:
Address:		3661 Valley Centre Drive, Suite 500
		Reference LR 1810755
City/State:		San Diego, CA
Zip/Code:		92130
Country:		USA
Attention:		Contracts Administrator
Fax:		858-523-4450

3. *Complete information below if different from above:*

	Return executed contract to Client at:	Client's billing information:	Deliver Software to:
Address:			
City/State:			
Zip/Code:			
Country:			
Attention:			
Phone:			
Fax (optional):			
Email:			

**EXHIBIT A - PRODUCTS, FEES, PAYMENTS, AND ADDITIONAL TERMS****Blaze Advisor****1. FAIR ISAAC PRODUCT DESCRIPTION**

1.1. “Fair Isaac Product(s)” means the Blaze Advisor products and Model Translator for SPLM (SRL) product listed below. The Blaze Advisor Development product allows a developer to utilize design and testing tools and to run a non-production deployment environment for testing use only. The Blaze Advisor Deployment product consists of the Blaze Advisor Rule Server and Engine and allows the software to be run on a system handling production-level processing. The Model Translator for SPLM products allows a developer to translate SAS code to Blaze Advisor’s native programming language (SRL) for deployment.

**2. LICENSE AND SUPPORT AND MAINTENANCE FEES**

Product	Item #	Term	Scope/Quantity	Price	Total
Blaze Advisor Development Platform: JAVA and .Net	280-DVLI-03	Perpetual	Enterprise use within the Territory	\$990,000	\$990,000
Blaze Advisor Deployment Platform: JAVA and .Net	280-DPLI-03	Perpetual	Enterprise use within the Territory	\$2,720,000	\$2,720,000
Documentation for Blaze Advisor and Decision Simulator: User guide (available in HTML or PDF)	N/A	Perpetual	1 set	Electronic copy included with software license	Included in license fees above
Model Translator for SPLM (SRL)	280-MTSL-PL	Perpetual	Enterprise use within the Territory	\$1,100,000	\$1,100,000
Documentation for Model Translator for SPLM (SRL)	N/A	Perpetual	1 set	Electronic copy included with software license	Included in license fees above
Gross License Fees					\$4,810,000
100% Credit for All Previous Blaze Advisor License Fees Paid Under the Agreement					<\$1,473,750>
Total Net License Fees					\$3,336,250
Support and Maintenance Fee for Blaze Advisor and Model Translator for SPLM (SRL)	280-OOMN-08 280-MTSM-MN	Initial Term: One year	1	\$962,000 Per Year: 20% of Total Gross License Fees	\$962,000* Year One (Annual fee thereafter - subject to annual adjustment)
<b>TOTAL NET LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE FEES – (\$USD)</b>					<b>\$4,298,250</b>



Amendment One to Fair Isaac Software License and Services Agreement		Page 5 of 9
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\* If Client has paid any support and maintenance fees under the Agreement, those amounts received by Fair Isaac and applicable to periods after the date of this Amendment 3 shall be applied to the first year support and maintenance fees listed above. The Client's anniversary date for support and maintenance renewals shall be the Amendment 3 Effective Date.

### 3. PAYMENT OF FEES AND EXPENSES

3.1 License Fees. Client owes the license fees described above once this Amendment Three has been executed by both parties. Notwithstanding any otherwise applicable payment terms, Client shall pay the license fees according to the following schedule:

Payment Number	Payment Amount	Payment Due Date*
1	\$ 1,668,125	Upon execution of this Amendment
2	\$ 1,668,125	January 02, 2017

\* Amounts are due and payable on this date regardless of the invoice date or any otherwise applicable payment terms.

3.2 Support and Maintenance Fees. Client will be invoiced for the the Support and Maintenance Fees in the amount of \$962,000 for the first year once this Amendment Three has been executed by both parties. Client shall pay Support and Maintenance Fees annually thereafter in advance while support and maintenance is in effect. The Support and Maintenance Fees set forth above cover only the licenses to the Fair Isaac Products set forth in this document and do not cover any other licenses to the Fair Isaac Products granted to Client under any other agreement. The total Support and Maintenance Fees for the Fair Isaac Products for future years will be calculated based on the total license fees paid by Client for the Fair Isaac Products under this document and all other agreements.

3.3 Ongoing Fees. All ongoing fees specified in this Order Form will be reviewed approximately each anniversary of the Effective Date and may be increased by Fair Isaac. Any increase in fees resulting from that review will not exceed the most recently available annual change in the United States CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

### 4. ADDITIONAL TERMS

4.1 Client's licenses to the Fair Isaac Product(s) are limited as follows:

- (a) **Territory:** Worldwide except those countries to which exports are prohibited by the laws of the United States.
- (b) **License Scope:** Enterprise-Wide as defined in Section 4.3
- (c) **Additional Limitations:** .NET and JAVA platforms only

4.2 Platforms/Options. Client's license to the Fair Isaac Product includes the right to use only the Java and .NET version of the Fair Isaac Product If Client desires versions of the Fair

Amendment One to Fair Isaac Software License and Services Agreement		Page 6 of 9
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Isaac Product for additional supported platforms, an additional fee applies. Unless specifically noted as being purchased in this Exhibit A, Client does not obtain any right to options or additional related products (e.g., Compiled Sequential,) by virtue of its purchase of a license to the Fair Isaac Product.

4.3 Enterprise-Wide License. For purposes of this Amendment Three, the Enterprise-Wide License shall mean that the Client and its Affiliates may use the Fair Isaac Product within the Territory for their internal business purposes, with no limitation on the number of Seats or CPUs, subject to and in accordance with all of the provisions of the Agreement. "Affiliates" shall mean any other entity directly or indirectly controlled by Client, where "control" means the ownership of more than 50% of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in an entity. Such other entity is an Affiliate only during the period that such "control" exists. Client shall at all times be responsible for its Affiliates' use of the Fair Isaac Product.

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## EXHIBIT C - FAIR ISAAC SOFTWARE SUPPORT AND MAINTENANCE POLICY

### 1. DEFINITIONS

“Client” means Chubb Limited

“Fair Isaac” means Fair Isaac Corporation and its subsidiaries.

“Fair Isaac Product” means FICO Blaze Advisor and FICO Model Translator for SPLM (SRL)

“Errors” means persistent malfunctions, inherent within the Software, that prevent the Software from operating according to its technical documentation.

“Maintenance Fees” means the support and maintenance fees applicable to the Software licensed by Client. In the case of software licensed on a subscription basis, the Maintenance Fees are included in the applicable subscription fees.

“Product Support Hours” are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by Fair Isaac in the United States.

“Software” means the following Fair Isaac software product(s) licensed by Client:

### 2. SUPPORT AND MAINTENANCE SERVICES GENERALLY

2.1. Subject to payment of the appropriate Maintenance Fees by Client, and compliance by Client with the terms of this policy and the applicable license agreement, Fair Isaac shall provide Client with support and maintenance services for the Software as set forth in this policy.

2.2. Fair Isaac provides support and maintenance services for licensed Software during both implementation and production use when operated on supported platforms installed on designated or approved equipment, as set forth in the technical documentation for the Software. Support is currently provided in the English language only.

2.3. Subject to Article 5 (Exclusions), maintenance includes any standard Software versions and releases generally made available to Fair Isaac’s customers that are current on Maintenance Fees. Those versions and releases will be provided to Client under this policy on an if-and-when-available basis.

### 3. TECHNICAL SUPPORT

3.1. Fair Isaac will make commercially reasonable efforts, during Product Support Hours, to address Client’s questions about the Software, to resolve operating problems that are attributable to the Software, and to resolve verified, reproducible Errors in the Software.

3.2. Client agrees: (i) to set up primary and secondary liaisons who have been trained on the Software; (ii) that all support requests will be centralized through the primary and secondary liaisons; (iii) to use commercially reasonable efforts to diagnose and resolve problems in the operation of the Software prior to contacting Fair Isaac for support; (iv) to use commercially reasonable efforts to verify that reported problems are due to a malfunction of the



Amendment One to Fair Isaac Software License and Services Agreement		Page 8 of 9
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Software, and not due to the operating system, hardware, data, interfaces, or improper use of the Software, prior to contacting Fair Isaac for support; and (v) and to submit support requests to Fair Isaac Product Support through the designated contacts or other methods that Fair Isaac may provide.

#### **4. TERM; TERMINATION; REINSTATEMENT**

4.1. Fair Isaac's support and maintenance obligations under this policy commence upon shipment of the Software and will continue for an initial term of one year. Maintenance Fees will be invoiced on an annual basis in advance. For as long as Fair Isaac makes maintenance for the Software generally available to all of its customers, the support and maintenance service will automatically renew for consecutive one-year terms unless Client gives Fair Isaac 30 days' written notice, prior to the end of the current term, of its intent not to renew. Support and maintenance during renewal terms will be subject to the Support and Maintenance Policy in effect for the Software at the time of renewal. Maintenance Fees applicable to renewal terms may be increased by Fair Isaac, but no increase may exceed the most recently available annual change in the CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

4.2. Fair Isaac may terminate support and maintenance services under this policy upon at least 30 days' written notice if Client is in breach under this policy or any license agreement relating to the Software and does not cure the breach before the end of the notice period. Fair Isaac will have no obligation to resume support and maintenance services following a termination for cause under this section.

4.3. Fair Isaac may, at its sole discretion, reinstate lapsed or terminated support and maintenance services, in accordance with its then-current policies, upon payment by Client of the applicable reinstatement fee.

#### **5. EXCLUSIONS**

5.1. Services outside the scope of this policy are subject to availability of resources and will be charged for separately at Fair Isaac's then-current rates for those services. The following are outside the scope of this policy:

- (a) Support services provided outside of Product Support Hours or any other hours as are provided for in Section 6 (Severity Levels and Response Times).
- (b) Support service that becomes necessary due to failure of computer hardware, equipment or programs not provided by Fair Isaac; negligence of Client or any third party; operator error; improper use of hardware or software (including the Software); any problem or loss not solely attributable to the Software; problems stemming from Client not applying all required maintenance releases; or problems due to unauthorized modification or adaptation of the Software by Client.
- (c) Development, customization, coding, installation, integration, consulting and training.
- (d) Optional, separately-priced Software features that may be made available by Fair Isaac with new versions or releases of the Software.



Amendment One to Fair Isaac Software License and Services Agreement		Page 9 of 9
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5.2. Unless otherwise indicated in the applicable Order Form or license agreement, Fair Isaac has no obligation to provide support or maintenance services for other than (i) the current release of the Software and (ii) one prior release of the Software, but only for a maximum of one year after release of a subsequent release.

6. **SEVERITY LEVELS AND RESPONSE TIMES.** Upon Client's report of a problem with the Software, a Fair Isaac representative will acknowledge the report by issuing a confirmation to Client, either by phone or email, and Fair Isaac will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

Severity	Condition	Response Time/Action
1	<b>Production Down Emergency: An Error in the production environment that inhibits all or substantially all of the Software from functioning in accordance with its documentation. A severity "one" problem is both severe and mission-critical.:</b>	Provide: (a) a phone response within 1 hour during Fair Isaac's Product Support Hours and
		(b) an action plan within 4 hours for the development of a patch or a bypass for the Error.
		Following the development of the patch or bypass, Fair Isaac will notify Client of inclusion of the patch or a solution in a revision of the Software.
		Once identified and logged, Fair Isaac will provide all necessary services to resolve a Severity-One condition on a diligent-efforts priority basis seven days per week until that condition has been patched or bypassed.
2	<b>Production Impaired: An Error in the production environment where major functionality of the Software is inhibited, but the Error does not materially disrupt Client's business</b>	Provide: (a) a written or phone response within 4 hours during Fair Isaac's Product Support Hours and
		(b) an action plan within 2 business days for a bypass for the Error or
		(c) an action plan within 5 business days for developing a patch for the Error.
		Following the development of the patch or bypass, Fair Isaac will notify Client of inclusion of the patch or a solution in a revision of the Software.
		Fair Isaac will work on the Error during Product Support Hours.
3	<b>Production Inhibited: An Error in the production environment where a feature of the Software is inhibited, but the Error does not materially disrupt Client's business</b>	Provide: (a) a written or phone response within one business day and
		(b) Consider for correction or inclusion in the next revision of the Software.
4	<b>General Assistance: A "how to" question; an Error that is minor or cosmetic in nature; or an enhancement request to be considered for a future revision of the Software</b>	Provide: (a) a written or phone response within 2 business days and
		(b) Consider for correction or inclusion in the next revision of the Software.





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www.fico.com

Make every decision count.™

Mr. Andrew D. Hopp  
Deputy General Counsel  
Chubb Ltd.  
436 Walnut Street  
Philadelphia, PA 19106

Via Email and FEDEX

andrew.hopp@chubb.com

March 30, 2016

**RE: Software License and Maintenance Agreement (Blaze Advisor) dated June 30, 2006, as Amended, by and between Fair Isaac Corporation ("FICO") and Chubb & Son, a division of Federal Insurance Company ("Chubb & Son") (FI LR#30073) (the "Agreement")**

Dear Mr. Hopp,

As you are aware, FICO notified Chubb Limited by letter dated January 27, 2016, addressed to Mr. Joseph F. Wayland, General Counsel, that the merger of Chubb Corporation and ACE Limited, resulting in Chubb Limited ("New Chubb") and subsequent attempt to assign the agreement to New Chubb is a breach of Section 10.8 of the above-referenced Agreement, and the attempted transfer and assignment is void and of no force or effect. Further, FICO had notified its Chubb client contact prior to the merger that consent was required.

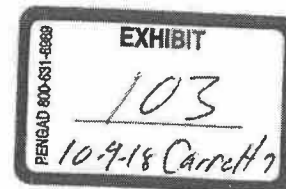
Additionally, I notified you via email on March 11, 2016 that FICO had become aware of a further material breach due to the use of the Software outside the United States in two applications utilized in the United Kingdom. Moreover, during the period of time in which FICO and New Chubb attempted to resolve the breach of Section 10.8, we became aware of a further application in Canada, and the disclosure of confidential information to an unauthorized third party consultant; this information was conveyed to the New Chubb business counterpart Tamra Pawloski, VP of Software Compliance and Optimization.

Attempts to amicably resolve this dispute over the last several months have been unsuccessful. Accordingly, this letter serves as notice that the Agreement is terminated effective on March 31, 2016 at 5 p.m. Eastern Standard Time. Please take further notice of the provisions of Section 9.3 of the Agreement. As noted in my January 27, 2016 letter, FICO considers New Chubb's current use, and any future use, of the software as a breach of the Agreement and willful infringement of all applicable intellectual property rights, including but not limited to FICO's underlying copyrights and patents.

Sincerely,

FAIR ISAAC CORPORATION

Thomas F. Carretta  
Associate General Counsel



1 UNITED STATES DISTRICT COURT

2 DISTRICT OF MINNESOTA

3 -----  
4 FAIR ISAAC CORPORATION, )

5 Plaintiff(s), )

6 vs. ) File No. 16-cv-1054 (WME/DTS)

7 FEDERAL INSURANCE )

8 COMPANY, )

9 and ACE AMERICAN )

INSURANCE COMPANY, )

10 Defendant(s). )  
11 -----

12  
13 CONFIDENTIAL

14 ATTORNEYS' EYES ONLY

15  
16 DEPOSITION

17 The following is the videotaped deposition of  
18 THOMAS CARRETTA, taken before Julie A. Brooks, Notary  
19 Public, Registered Professional Reporter, pursuant to  
20 Notice of Taking Deposition, at Fredrikson & Byron,  
21 4000 US Bank Plaza, 200 South Sixth Street,  
22 Minneapolis, Minnesota, commencing at 9:09 a.m.,  
23 Tuesday, October 9, 2018.

24 **EXHIBIT**

25 **8**

1 issue to your attention, correct?  
2 **A. Yes.**  
3 Q. So you see here, at the bottom of the  
4 first page of -- or the front page of Exhibit 47, it  
5 says -- Mike Sawyer writes, "Richard, I am the CP for  
6 Chubb." What is CP?  
7 **A. Client partner.**  
8 Q. "They do have a Global ELA for Blaze and  
9 have automated UW Application running in the UK  
10 already." Do you see that?  
11 **A. I do.**  
12 Q. What is UW application?  
13 **A. I have no idea.**  
14 Q. Does this indicate to you that FICO was  
15 well aware of Chubb's use of Blaze in Europe as early  
16 as at least 2012?  
17 **A. No.**  
18 Q. Why not?  
19 **A. It indicates that the client partner**  
20 **thinks he understands the contract and is making an**  
21 **opinion. It doesn't mean FICO did.**  
22 Q. Okay. And you think he's wrong about  
23 the contract?  
24 **A. I do.**  
25 Q. Is it significant to you that the

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1 contract was interpreted by the client partner  
2 throughout the term of the license and Chubb used the  
3 license pursuant to that interpretation?  
4 MS. KLIEBENSTEIN: Objection. Vague.  
5 And I -- given his position as a lawyer, I think that's  
6 going to call for work product as it relates to the  
7 present dispute.  
8 MS. JANUS: Are you going to answer the  
9 question?  
10 MS. KLIEBENSTEIN: If you need the  
11 question re-read back to you, before you decide to  
12 answer it --  
13 THE WITNESS: No. You are asking me for  
14 my analysis. That's work product.  
15 BY MS. JANUS:  
16 Q. I'm just asking if -- I mean, you've  
17 taken the position, in writing, to Chubb several times  
18 that you just became aware of non-compliant uses  
19 outside of the United States. That's correct?  
20 **A. Yes.**  
21 Q. I'm asking, wouldn't you want to know  
22 about the way FICO actually conducted its business and  
23 interpreted the contract during the pendency of the  
24 license to form that conclusion?  
25 MS. KLIEBENSTEIN: Same objection. The

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1 question calls for work product.  
2 You can answer it if doing so won't  
3 reveal any investigation work product.  
4 THE WITNESS: I would want to know  
5 what's in the file and what authorized officers of FICO  
6 said.  
7 BY MS. JANUS:  
8 Q. It does not matter to you how the client  
9 partner at FICO interpreted the scope of the contract;  
10 is that fair?  
11 MS. KLIEBENSTEIN: I'm going to object  
12 to that on work product grounds.  
13 I'm going to instruct you not to answer.  
14 (Instruction not to answer.)  
15 THE REPORTER: I didn't get the answer.  
16 I'm sorry.  
17 THE WITNESS: The answer is: That's  
18 work product, for sure, and I won't answer that.  
19 BY MS. JANUS:  
20 Q. Is a client partner an authorized  
21 representative of Chubb?  
22 **A. No.**  
23 Q. A client partner is the -- I'm sorry.  
24 Is a client partner an authorized representative of  
25 FICO?

Page 211

1 **A. No.**  
2 Q. And the client partner is the FICO  
3 employee who primarily interfaces with a particular  
4 client, correct?  
5 **A. I don't know if I agree it is primarily.**  
6 **They are one of the people that interface with**  
7 **clients.**  
8 Q. Does any other position at FICO  
9 interface with clients more than a client partner  
10 would?  
11 MS. KLIEBENSTEIN: Objection. Calls for  
12 speculation, foundation.  
13 THE WITNESS: I think the answer is  
14 probably yes. There is professional services people  
15 that are on engagements that involve many hours.  
16 There's client partners. There's client service  
17 managers. There's the maintenance organization.  
18 There's all kinds of interfacing.  
19 BY MS. JANUS:  
20 Q. And so if a client needs something,  
21 whether it's additional product or additional services,  
22 the client partner is often the first point of contact  
23 for the client; is that fair?  
24 **A. I don't know if I'd agree with that. I**  
25 **think every circumstance is different with the**

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<p>1 <b>relationships. They're part of the process.</b></p> <p>2 Q. And if the client asks the client</p> <p>3 partner what the scope of the software license is that</p> <p>4 governs their relationship, can the client rely upon</p> <p>5 the client partner's response to that question?</p> <p>6 MS. KLIEBENSTEIN: Objection.</p> <p>7 Foundation, speculation.</p> <p>8 THE WITNESS: I don't know what your</p> <p>9 client would do.</p> <p>10 BY MS. JANUS:</p> <p>11 Q. That's not my question. My question is:</p> <p>12 From your perspective, can the client rely upon the</p> <p>13 client partner's response to that question?</p> <p>14 MS. KLIEBENSTEIN: Objection.</p> <p>15 Foundation, speculation.</p> <p>16 THE WITNESS: I would point you to the</p> <p>17 contract that says you have to have written</p> <p>18 amendments.</p> <p>19 BY MS. JANUS:</p> <p>20 Q. Can the client rely upon the client</p> <p>21 partner's answer to the question?</p> <p>22 <b>A. I don't know what your clients can do.</b></p> <p>23 Q. I'm not asking you if you know what my</p> <p>24 client is going to do. I'm asking you whether, based</p> <p>25 on your understanding, the client can rely upon the</p> <p style="text-align: right;">Page 213</p>	<p>1 <b>on what they agreed to in writing.</b></p> <p>2 (Exhibit 100 marked.)</p> <p>3 BY MS. JANUS:</p> <p>4 Q. I'm showing you what's been marked as</p> <p>5 Exhibit 100. This is an e-mail from you to Andrew Hopp</p> <p>6 at Chubb. In the first paragraph, in the middle of the</p> <p>7 paragraph, you say, "Additionally, we have become aware</p> <p>8 of two UK installations OF the subject software, which</p> <p>9 is outside of the scope of the Agreement."</p> <p>10 Again, so now do you understand that, in</p> <p>11 fact, the business people at FICO had been aware of the</p> <p>12 UK installations of the software for several years at</p> <p>13 the time you wrote this email?</p> <p>14 <b>A. I don't know what those guys knew when.</b></p> <p>15 <b>I just know what I know.</b></p> <p>16 Q. And you didn't check with them?</p> <p>17 <b>A. I checked the inquiries that were made</b></p> <p>18 <b>within the maintenance organization, somebody that logs</b></p> <p>19 <b>a ticket from overseas indicates that they have a</b></p> <p>20 <b>question about the software use or how it functions.</b></p> <p>21 Q. You are writing it as if you just became</p> <p>22 aware. "Additionally, we have become aware of two UK</p> <p>23 installations," as if this is new information,</p> <p>24 correct?</p> <p>25 <b>A. This was new information to me.</b></p> <p style="text-align: right;">Page 215</p>
<p>1 answer he or she gets from the client partner relating</p> <p>2 to the scope of the contract?</p> <p>3 <b>A. The prior question asked me can the</b></p> <p>4 <b>client rely on what a client partner might say.</b></p> <p>5 Q. About the scope of the contract, yeah.</p> <p>6 <b>A. My answer is I don't know what your</b></p> <p>7 <b>client is going to do. I'm not your client.</b></p> <p>8 Q. But do you think they are entitled to</p> <p>9 rely upon the answer they receive from the client</p> <p>10 partner?</p> <p>11 MS. KLIEBENSTEIN: Objection.</p> <p>12 Speculation, foundation.</p> <p>13 THE WITNESS: I don't know if they are</p> <p>14 entitled or not. But they understand they have a</p> <p>15 contract, and the contract, mutually agreed, says</p> <p>16 they'll both agree to things in writing.</p> <p>17 BY MS. JANUS:</p> <p>18 Q. You don't know if they are entitled to</p> <p>19 rely on what the client partner's answer is, though?</p> <p>20 <b>A. I think they've agreed that they are</b></p> <p>21 <b>only going to rely on what they agreed in writing.</b></p> <p>22 Q. So they should not agree on what the</p> <p>23 client partner says is the scope of the contract?</p> <p>24 <b>A. I didn't say that. I said that they can</b></p> <p>25 <b>rely on what the contract says, that they should rely</b></p> <p style="text-align: right;">Page 214</p>	<p>1 Q. Okay. Did you think, maybe I should</p> <p>2 check into how long the business people at FICO knew</p> <p>3 about the U.K. installations prior to writing the</p> <p>4 email?</p> <p>5 MS. KLIEBENSTEIN: Objection. Calls for</p> <p>6 work product.</p> <p>7 THE WITNESS: It is absolutely work</p> <p>8 product. I won't answer that question. I don't</p> <p>9 appreciate your tone, either.</p> <p>10 BY MS. JANUS:</p> <p>11 Q. Well, you are representing here, we,</p> <p>12 FICO, have become aware of two U.K. installations.</p> <p>13 Your representation is this is new information to FICO.</p> <p>14 That's false.</p> <p>15 MS. KLIEBENSTEIN: Wait for a</p> <p>16 question.</p> <p>17 THE WITNESS: I'm waiting for your</p> <p>18 question. You are just making an accusation.</p> <p>19 BY MS. JANUS:</p> <p>20 Q. Well, the question I asked was: Did you</p> <p>21 think you should inquire as to whether that would be a</p> <p>22 false statement?</p> <p>23 <b>A. You are again asking for work product</b></p> <p>24 <b>here. How I run my practice is my business. How I</b></p> <p>25 <b>interface with my clients is my business.</b></p> <p style="text-align: right;">Page 216</p>

1 Q. Do you understand now it is a false  
2 statement?  
3 **A. It is not a false statement.**  
4 MS. KLIEBENSTEIN: Objection. Hold on.  
5 Objection. Argumentative, mischaracterizes his  
6 testimony.  
7 BY MS. JANUS:  
8 Q. In the last paragraph, you state, "In  
9 the hope that we can conclude a business based  
10 settlement, I am enclosing an updated Amendment  
11 designed to encompass an enterprise license to cure all  
12 defects and enable New CHUBB to operate across all  
13 geographies." "Let me know the direction of New Chubb  
14 and if you'll be providing redlines and by when."  
15 In your attachment in Exhibit 100,  
16 Exhibit A lists the license fees that Chubb would be  
17 required to pay, correct?  
18 **A. It has got some pricing in there, yes.**  
19 Q. And in this proposal that you sent on  
20 March 23rd, the total net license and first year  
21 support and maintenance fees are \$4,298,250, correct?  
22 **A. Yes. Including maintenance, yes.**  
23 Q. So under this proposal, for Chubb to  
24 continue using the Blaze software, they would be  
25 required to pay an additional \$4,298,250, correct?

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1 **A. Yeah. In this proposal, yes. There's**  
2 **some extra software in there, I think, Model**  
3 **Translator.**  
4 (Exhibit 101 marked.)  
5 BY MS. JANUS:  
6 Q. I'm showing you what's been marked as  
7 Exhibit 101. This appears to be Chubb's response to  
8 the latest proposal. In this proposal, Chubb proposes  
9 paying an additional \$818,750 to continue using the  
10 Chubb -- the Blaze software, correct?  
11 **A. No. Because it talks about different**  
12 **changes within the license terms, as well. So for**  
13 **instance, it has an SAS SRL bit in there and a few**  
14 **other changes. I think this reflects what Chubb thinks**  
15 **they need.**  
16 Q. And their proposal is to pay an  
17 additional \$818,750, correct?  
18 **A. That's what their proposal says, if I**  
19 **understand it correctly, plus maintenance.**  
20 (Exhibit 102 marked.)  
21 BY MS. JANUS:  
22 Q. I'm showing you what's been marked as  
23 102. This is -- oh, you have two copies there. One is  
24 for your lawyer. This is an email dated March 27th  
25 from Russ Schreiber to Tamra Pawloski. And he advises

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1 that the offer she sent was not acceptable to FICO,  
2 correct?  
3 **A. I don't know. I haven't read this. It**  
4 **looks like an explanation of FICO's -- a rejection of**  
5 **their proposal from Tamra Pawloski and a reiteration of**  
6 **what the FICO offer is.**  
7 Q. Ultimately, what ended up happening with  
8 these proposals that went back and forth?  
9 (Exhibit 103 marked.)  
10 MS. KLIEBENSTEIN: This is 103?  
11 THE WITNESS: Yes.  
12 MS. KLIEBENSTEIN: Was there -- could  
13 you read back that question?  
14 BY MS. JANUS:  
15 Q. What happened with the proposals that  
16 went back and forth, ultimately?  
17 **A. They never reached agreement.**  
18 Q. Okay. And so what happened next?  
19 **A. Terminated the license by this letter.**  
20 Q. So Exhibit 103 is your license  
21 termination letter?  
22 **A. Uh-huh.**  
23 Q. Yes?  
24 **A. Yes. Sorry.**  
25 Q. And the grounds for the termination are

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1 set forth in the letter; is that right?  
2 **A. They were stated in the earlier breach**  
3 **notice and, additionally, in additional letters that**  
4 **are referenced in this Exhibit 103.**  
5 Q. In your view, based on your experience  
6 with FICO software licenses, what does it mean that  
7 FICO cannot unreasonably withhold its consent to a  
8 transfer of a license?  
9 MS. KLIEBENSTEIN: Objection. Calls for  
10 a legal conclusion. I'm going to -- and an expert -- I  
11 mean, that's a legal issue, right, so --  
12 THE WITNESS: You are asking me to draw  
13 a legal conclusion about something and also for my  
14 thought processes. I don't want to provide you my  
15 thought processes, because they're work product --  
16 MS. JANUS: Okay. So --  
17 THE WITNESS: -- in the context of all  
18 this.  
19 BY MS. JANUS:  
20 Q. So you are refusing to answer that  
21 question?  
22 **A. Uh-huh.**  
23 Q. Yes?  
24 **A. Yes.**  
25 Q. Do you believe that Chubb's refusal to

Page 220

1 UNITED STATES DISTRICT COURT  
2 DISTRICT OF MINNESOTA

3 FAIR ISAAC CORPORATION,  
4

5 Plaintiff,

6 v. Court File No. 16-cv-1054 (WMW/DTS)  
7

8 FEDERAL INSURANCE COMPANY,  
9 an Indiana corporation, and ACE  
10 AMERICAN INSURANCE COMPANY,  
11 a Pennsylvania corporation,  
12

13 Defendants.  
14  
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16  
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20  
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25

VIDEO DEPOSITION OF

THOMAS CARRETTA

MARCH 22, 2019

9:31 A.M.





<p>1 <b>A. Yes.</b></p> <p>2 Q. The date of this e-mail is May 11, 2009, correct?</p> <p>3 <b>A. May 12th. Oh, I'm sorry, yeah, it was -- it's May</b></p> <p>4 <b>11th.</b></p> <p>5 Q. Okay. And the subject is Drools versus Blaze,</p> <p>6 correct?</p> <p>7 <b>A. Yes.</b></p> <p>8 Q. So this is five and a half months or so after the</p> <p>9 e-mails we reviewed relating to the consideration</p> <p>10 of Chubb's use of Blaze in Europe, correct?</p> <p>11 MS. KLIEBENSTEIN: Objection,</p> <p>12 mischaracterizes the previous exhibits and</p> <p>13 testimony.</p> <p>14 THE WITNESS: I don't know what they were</p> <p>15 talking about in November, and then this is a</p> <p>16 subsequent communication.</p> <p>17 BY MS. JANUS:</p> <p>18 Q. Okay. This communication is about five and a half</p> <p>19 months after the discussions we looked at that</p> <p>20 were taking place in November of 2008, correct?</p> <p>21 <b>A. Yes.</b></p> <p>22 Q. And you said that's the first time you saw</p> <p>23 Mr. Wach's e-mail concluding that the enterprise</p> <p>24 license agreement was global?</p> <p>25 MS. KLIEBENSTEIN: Objection,</p> <p style="text-align: right;">Page 68</p>	<p>1 issue?"</p> <p>2 <b>A. I see that sentence, yes.</b></p> <p>3 Q. Would you say that at least by this point in time,</p> <p>4 May of 2009, FICO was aware that Chubb was</p> <p>5 contemplating the use of Blaze in Europe?</p> <p>6 MS. KLIEBENSTEIN: Objection, calls for</p> <p>7 speculation.</p> <p>8 THE WITNESS: I don't know the answer to</p> <p>9 that.</p> <p>10 BY MS. JANUS:</p> <p>11 Q. Could you take a look at Exhibit 74?</p> <p>12 <b>A. Should I look at this book or should I use that?</b></p> <p>13 Q. Yeah, you can use that book, the document</p> <p>14 previously marked as Exhibit 74.</p> <p>15 <b>A. Okay.</b></p> <p>16 Q. This is dated July 22, 2009, and it's an e-mail</p> <p>17 from Mike Sawyer to Henry Mirolyuz, correct?</p> <p>18 <b>A. Yes, it is.</b></p> <p>19 Q. In the e-mail, Mr. Sawyer says, "Hi Henry, per our</p> <p>20 call earlier, attached is the Blaze case study</p> <p>21 with Aviva in the UK that might serve as a good</p> <p>22 source of information as you try and promote the</p> <p>23 use of Blaze in the Europe," right?</p> <p>24 <b>A. Yes.</b></p> <p>25 Q. Does it appear that again as of July of 2009 FICO</p> <p style="text-align: right;">Page 70</p>
<p>1 mischaracterizes the document.</p> <p>2 THE WITNESS: I don't remember ever seeing</p> <p>3 that document, no. I'm not on it.</p> <p>4 BY MS. JANUS:</p> <p>5 Q. Do you know whether this e-mail and the attachment</p> <p>6 relates to Chubb's use of Blaze in Europe?</p> <p>7 <b>A. No, this document seems to be doing some sort of</b></p> <p>8 <b>comparison.</b></p> <p>9 Q. And are you aware that FICO was involved in</p> <p>10 assisting Chubb in Europe with its analysis of</p> <p>11 whether to use Blaze or Drools?</p> <p>12 MS. KLIEBENSTEIN: Objection, calls for</p> <p>13 speculation.</p> <p>14 Could you read back the question for me</p> <p>15 again?</p> <p>16 (The question was read back by the court</p> <p>17 reporter.)</p> <p>18 MS. KLIEBENSTEIN: Objection, calls for</p> <p>19 speculation.</p> <p>20 THE WITNESS: I don't know the content of</p> <p>21 this really to be honest, and I don't recall this.</p> <p>22 BY MS. JANUS:</p> <p>23 Q. Do you see the last sentence of Mr. Sawyer's</p> <p>24 e-mail to Mr. Mirolyuz is, "Also, when do you plan</p> <p>25 to meet with the team in the UK to discuss this</p> <p style="text-align: right;">Page 69</p>	<p>1 was aware that Chubb was considering the use of</p> <p>2 Blaze in Europe?</p> <p>3 MS. KLIEBENSTEIN: Objection, calls for</p> <p>4 speculation.</p> <p>5 THE WITNESS: I can only reflect on what he</p> <p>6 says here.</p> <p>7 BY MS. JANUS:</p> <p>8 Q. Based on that, do you -- are you able to form a</p> <p>9 conclusion about FICO's knowledge?</p> <p>10 <b>A. Not really. He sent a case study for another</b></p> <p>11 <b>insurance company from the looks of it.</b></p> <p>12 Q. Showing you what's been marked previously as</p> <p>13 Exhibit 47, this is a string of e-mails dated</p> <p>14 August 14, 2012. Let me know when you've had a</p> <p>15 chance to review it.</p> <p>16 <b>A. Okay.</b></p> <p>17 Q. If you take a look at the first e-mail in the</p> <p>18 chain, so on the second page, it's from Richard</p> <p>19 Hill to Russ Schreiber dated August 14, 2012,</p> <p>20 correct?</p> <p>21 <b>A. Yes.</b></p> <p>22 Q. And Richard Hill was involved in the e-mails that</p> <p>23 we looked at from November of 2008, correct?</p> <p>24 <b>A. He was indicated as inside of these ex -- yeah,</b></p> <p>25 <b>394 -- or 310, excuse me.</b></p> <p style="text-align: right;">Page 71</p>

1 Q. So he was on the log in 310. He -- you exchanged  
2 an e-mail or two with Richard Hill in November of  
3 2008, correct?  
4 **A. Yeah, one e-mail apparently.**  
5 Q. He e-mailed you on November 12, 2008, correct?  
6 **A. No, he e-mailed Simon and I was on the cc line.**  
7 Q. So you were on the e-mail that he sent in --  
8 **A. I was carbon copied, yes.**  
9 Q. On November 12, 2008, correct?  
10 **A. That's right.**  
11 Q. And then you e-mailed him on November 24th?  
12 **A. Yes. 25th.**  
13 Q. 25, 2008. Okay. So this is that Richard Hill,  
14 right?  
15 **A. Yeah, same person.**  
16 Q. Okay. And he was also on the meeting planner that  
17 we looked at from that same time period to discuss  
18 a plan for Chubb in Europe, correct? That's  
19 Exhibit 73 if you need to confirm.  
20 **A. Yes.**  
21 Q. In this e-mail on August 14, 2012, Richard Hill  
22 writes to Russ Schreiber, "Chubb UK have started  
23 being interested in Blaze (again) and I'll try to  
24 speak with the new contact who apparently wants to  
25 do a POC for underwriting," correct?

Page 72

1 **A. Yep, that's the first sentence.**  
2 Q. And the third paragraph of the e-mail, he says,  
3 "Let me know if anything has changes good or bad,  
4 and more importantly whether we can actually sell  
5 anything new here as I seem to remember their US  
6 Blaze license allowed them the software for free."  
7 Do you see that?  
8 **A. Yes, I do.**  
9 Q. Does this indicate to you that FICO determined in  
10 November of 2008 that Chubb Europe could use the  
11 Blaze software pursuant to the license agreement?  
12 **A. No.**  
13 Q. Does this indicate to you that FICO knew about  
14 Chubb Europe's use of the Blaze software?  
15 **A. No.**  
16 Q. On the bottom of the first page of Exhibit 47,  
17 Mike Sawyer responds back to Richard Hill with a  
18 copy to Russ Schreiber and says, "Richard, I am  
19 the CP for Chubb. They do have a global ELA for  
20 Blaze and have an automated UW" -- is that  
21 underwriting?  
22 MS. KLIEBENSTEIN: Objection, calls for  
23 speculation.  
24 THE WITNESS: I don't know the answer to  
25 that.

Page 73

1 BY MS. JANUS:  
2 Q. -- "application running in the UK already." Do  
3 you see that?  
4 **A. I do see that sentence, yes.**  
5 Q. Does that indicate to you that the conclusion in  
6 November 2008 was that Chubb had a global  
7 enterprise license agreement?  
8 **A. That seems to be Mike's understanding, Mike  
9 Sawyer's understanding, but I don't know.  
10 Certainly doesn't on behalf of FICO.**  
11 Q. Would your position on that change if Mike Sawyer  
12 or Richard Hill or Russ Schreiber consulted with  
13 the FICO legal department in coming to that  
14 conclusion?  
15 MS. KLIEBENSTEIN: Objection, calls for  
16 speculation.  
17 THE WITNESS: I don't know what they've  
18 consulted with, and if I did know, it would be  
19 attorney/client privilege anyway.  
20 BY MS. JANUS:  
21 Q. And my question is simply, would that be relevant  
22 to your conclusion that Mike Sawyer's  
23 understanding of the license isn't binding on  
24 FICO?  
25 MS. KLIEBENSTEIN: Could you re-read that

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1 question?  
2 (The question was read back by the court  
3 reporter.)  
4 THE WITNESS: I don't know what Mike Sawyer  
5 would think.  
6 BY MS. JANUS:  
7 Q. That's not my question.  
8 **A. Maybe I misunderstood it.**  
9 MS. KLIEBENSTEIN: Could you maybe ask the  
10 question again?  
11 BY MS. JANUS:  
12 Q. Sure.  
13 MS. KLIEBENSTEIN: I think some of the  
14 confusion is what "that" means.  
15 THE COURT REPORTER: Do you want me to read  
16 it back?  
17 MS. JANUS: No. Sorry. I'm just looking.  
18 We'll move on.  
19 If you look at the top e-mail on Exhibit  
20 47, this is an e-mail from Mike Sawyer to Richard  
21 Hill, and in this e-mail Michael Sawyer is  
22 answering a question from Richard Hill. Do you  
23 see that? Richard Hill in the e-mail below said,  
24 "Do you know more about the underwriting app in  
25 the UK as that's a new one to me?" Do you see

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1 that?

2 THE WITNESS: Yep.

3 BY MS. JANUS:

4 Q. Okay. And then Mike Sawyer says, "It's probably

5 two to three years old at this point. They did a

6 POC of Blaze versus Drools and selected Blaze. I

7 helped some folks at Chubb US put together a

8 position paper to influence their decision. I

9 believe it is automated renewal underwriting." Do

10 you see that?

11 **A. Yes.**

12 Q. Okay. And you recall that we looked at Exhibit

13 394 --

14 **A. Yes.**

15 Q. -- which was Mike Sawyer sending Chubb a Drools

16 versus Blaze document, right?

17 **A. Yes.**

18 Q. It appears that Mike Sawyer in Exhibit 47 is

19 referring back to that Drools versus Blaze

20 analysis, correct?

21 **A. Yes.**

22 Q. And he says that Chubb Europe selected Blaze in

23 that analysis, correct?

24 MS. KLIEBENSTEIN: Objection, calls for

25 speculation.

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1 THE WITNESS: Yeah, I don't know.

2 BY MS. JANUS:

3 Q. Well, he says, "They did a POC of Blaze versus

4 Drools and selected Blaze." Do you see that?

5 **A. Yes, I do.**

6 Q. Okay. Does this show you that FICO knew about

7 Chubb's use of Blaze in Europe?

8 MS. KLIEBENSTEIN: Objection, calls for

9 speculation.

10 THE WITNESS: No, it sounds like the opposite

11 to me when I read this, so I don't really know,

12 but --

13 BY MS. JANUS:

14 Q. Why do you say that?

15 **A. It says -- Richard Hill says have cc Larry as he**

16 **was involved with me a while ago when we tried to**

17 **extend Blaze to Chubb UK. So it sounds like it**

18 **never happened.**

19 Q. What about Mike Sawyer's e-mail that we just read?

20 **A. Mike is the U.S. guy, so it looks like these guys**

21 **are trying to find their way through the woods,**

22 **but I'm just guessing.**

23 Q. Okay. So this -- so Mike Sawyer's e-mail saying,

24 "They did a POC" -- which is proof of concept,

25 right?

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1 **A. That's typically what it refers to, yes.**

2 Q. -- "of Blaze versus Drools and selected Blaze,"

3 and he says, "I helped some folks at Chubb U.S.

4 put together a position paper to influence their

5 decision. I believe it is automated renewal

6 underwriting," that does not indicate to you that

7 FICO knew about Chubb's use of Blaze in Europe?

8 MS. KLIEBENSTEIN: Objection, calls for

9 speculation.

10 THE WITNESS: Yeah, I don't know what they

11 concluded here.

12 BY MS. JANUS:

13 Q. And you did not talk with Mike Sawyer in

14 preparation for your deposition today, correct?

15 **A. No. No, I did not.**

16 Q. Have you ever talked with Mike Sawyer about the

17 extent of his knowledge about Chubb's use of Blaze

18 in Europe?

19 **A. I did in late December 2015 or early January 2016.**

20 Q. Okay. At that point, did you learn that Mike

21 Sawyer knew that Chubb was using Blaze in Europe?

22 **A. No.**

23 Q. So Mike Sawyer's position was that he did not know

24 about any use of Blaze in Europe?

25 MS. KLIEBENSTEIN: Objection, I'll put the

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1 work product, attorney/client privilege in there.

2 You can answer if you're not going to reveal any

3 protected communications.

4 THE WITNESS: I don't recall that.

5 BY MS. JANUS:

6 Q. Okay. So you just don't recall the conversation?

7 **A. No. No, I don't.**

8 Q. Do you know whether Russ Schreiber knew about

9 Chubb's use of Blaze in Europe?

10 **A. No, I don't recall that.**

11 Q. Do you know what FICO knew about Chubb's use of

12 Blaze in Canada prior to the merger?

13 **A. No.**

14 Q. Was that something that you looked into in

15 preparation for your deposition today?

16 **A. No.**

17 Q. Did you investigate that issue prior to asserting

18 a claim that use in Canada was a violation of the

19 license agreement?

20 **A. In connection -- after the merger was completed,**

21 **yes.**

22 Q. Okay. And what did you conclude about whether

23 FICO was aware of Chubb's use of Canada -- of

24 Chubb's use of Blaze in Canada?

25 **A. Are you asking me as a lawyer?**

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<p>1 Q. And then at the top of the same page, he says, "I 2 have forwarded this request to the FICO Account 3 Executive for Chubb," right?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. And then if you look at the bottom of page -- the 6 page marked 1770, Andy Moffat at FICO writes to 7 Russ Schreiber, and this is on March 26, 2015, it 8 says, "Hi Russ, I hope you are well," and then he 9 talks about a meeting with Chubb in London to do 10 some work with them, and he says, "1. Additional 11 Blaze license for commercial property (European 12 wide)," and then "2. Check if they have Decision 13 Simulator as part of the contract," and then he 14 says, "Can you help here?" Is that right?</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. So Andy Moffat at FICO is writing to Russ 17 Schreiber inquiring about getting assistance on 18 selling Chubb Europe additional licenses, right?</p> <p>19 <b>A. Yes, additional Blaze license and Decision 20 Simulator.</b></p> <p>21 Q. And then Russ Schreiber writes back and says, 22 "Chubb has Global ela for Blaze but no simulator," 23 right?</p> <p>24 <b>A. Yes.</b></p> <p>25 Q. So Russ Schreiber concluded that Chubb Europe Page 100</p>	<p>1 "Chubb has global ela for Blaze." 2 <b>A. Right, he wrote that.</b></p> <p>3 Q. Okay. And then Andy Moffat writes back 4 confirming. He says, "So to summarise there's no 5 additional licensing costs for this except to 6 include Decision Simulator - would that be a 7 regional addition or global?" See that?</p> <p>8 <b>A. Yes.</b></p> <p>9 Q. And then Russ's response to that is, "I'd sell 10 them regional," right?</p> <p>11 <b>A. Yes.</b></p> <p>12 Q. And there he's talking about Decision Simulator, 13 right?</p> <p>14 <b>A. I don't know. It doesn't say that.</b></p> <p>15 Q. Well, can you tell that from the question that 16 Andy Moffat asks?</p> <p>17 <b>A. No. I don't know what he's referring to, regional 18 or sales elsewhere.</b></p> <p>19 Q. And then Andy Moffat responds, "Thanks Russ, Can 20 we get an idea of what the license cost for the 21 ELA is and then we can try to work out a cost for 22 Decision Simulator," right?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. And that's when Russ responds, "It was done years 25 ago...in multi steps. Rough order of magnitude Page 102</p>
<p>1 would not need an additional license for Blaze in 2 Europe, correct?</p> <p>3 <b>A. I'm not sure if he concluded that because he says, 4 "You can pull up the contracts" (unintelligible.)</b> 5 THE COURT REPORTER: Wait, can you start 6 over?</p> <p>7 THE WITNESS: Sure.</p> <p>8 THE COURT REPORTER: "I'm not sure if he 9 concluded that because he says, 'you can pull up 10 the contracts and" --</p> <p>11 THE WITNESS: -- "in pramata" --</p> <p>12 P-R-A-M-A-T-A -- "for precise answers." It was 13 done years ago, so he's obviously working off 14 memory.</p> <p>15 BY MS. JANUS:</p> <p>16 Q. Well, let's go through it, see what he's referring 17 to there. So in response to his message that 18 Chubb has global ela for Blaze, Andy Moffat writes 19 back and says, "Thanks Russ, so to summarise 20 there's no additional licensing costs for this 21 except to include Decision Simulator." See that?</p> <p>22 <b>A. No. Which page are you on?</b></p> <p>23 Q. This is the page marked 1770.</p> <p>24 <b>A. Okay.</b></p> <p>25 Q. And in the middle of the page Russ Schreiber says, Page 101</p>	<p>1 1.5 - 1.9 million. You can pull up the contracts 2 in pramata for precise answers," right?</p> <p>3 <b>A. That's right.</b></p> <p>4 Q. So it appears Russ is saying that in response to 5 the question about license costs for the ELA, 6 right?</p> <p>7 <b>A. It doesn't say that. It just says, "pull up the 8 contracts in pramata for precise answers."</b></p> <p>9 Q. So you can't tell whether -- from the context of 10 the e-mail whether that's what it's referring to?</p> <p>11 <b>A. No.</b></p> <p>12 Q. Based on this e-mail exchange, would you conclude 13 that FICO knew that Chubb Europe was using Blaze 14 as of March of 2015?</p> <p>15 <b>A. No.</b></p> <p>16 Q. Would you conclude that FICO believed that Chubb 17 Europe could use Blaze pursuant to the enterprise 18 license?</p> <p>19 <b>A. No.</b></p> <p>20 Q. Why not?</p> <p>21 MS. KLIEBENSTEIN: Objection, calls for a 22 legal conclusion.</p> <p>23 THE WITNESS: This is not a very clear 24 exchange, number 1; number 2, it's clearly a sales 25 cycle; and number 3, as I've explained, Page 103</p>

<p>1 Mr. Schreiber is not one of those who has the 2 authority to bind the company. That's limited to 3 a very small group of people.</p> <p>4 And this process would have flowed 5 through to surface, and obviously it never 6 surfaced because I don't believe there's any 7 contracts signed for any of this stuff in the 8 existing agreements that we have.</p> <p>9 BY MS. JANUS:</p> <p>10 Q. When you say that this isn't a very clear 11 exchange, with respect to whether the enterprise 12 license allows the use of Blaze in Europe, would 13 you say it's a clear exchange?</p> <p>14 A. No.</p> <p>15 Q. What is unclear about it?</p> <p>16 A. Mr. Schreiber says, "You can pull up the contracts 17 in pramata for precise answers." He says it was 18 done years ago, so he obviously hasn't looked at 19 anything, so that tells me he hasn't looked at 20 anything, he's just guessing.</p> <p>21 Q. Anything else unclear about the exchange?</p> <p>22 A. Yeah, I'm not even sure what he's talking about 23 for regional or -- regional or -- he says, "I'd 24 sell them regional." I don't know what that 25 means.</p> <p style="text-align: right;">Page 104</p>	<p>1 Q. So this is just a few days after that?</p> <p>2 A. Like five days later.</p> <p>3 Q. And in this e-mail -- and -- apologies, Andy 4 Moffat is a senior account executive at FICO 5 located in London, correct?</p> <p>6 A. That's what his address says, yes.</p> <p>7 Q. And in this e-mail, Mr. Moffat writes to Hamish at 8 Chubb and says, "Please see the attached proposal 9 for the licensing costs and associated training 10 for Decision Simulator. The prices are heavily 11 discounted in line with the existing Blaze 12 contract. No additional Blaze license(s) are 13 needed as it is covered within the overall global 14 Blaze ELA." Do you see that?</p> <p>15 A. I do.</p> <p>16 Q. So based on this e-mail, would you conclude that 17 FICO believed that use of Blaze in Chubb Europe 18 was allowed under the license?</p> <p>19 A. No, I wouldn't conclude that.</p> <p>20 Q. And why is that?</p> <p>21 A. This is a sales guy, and there's just a layer of 22 people relying what other people think all the way 23 down the line, so I don't know if he's even looked 24 at the contract and he's not in a position to 25 judge anyway.</p> <p style="text-align: right;">Page 106</p>
<p>1 Q. And Decision Simulator, that's like an add-on 2 software to Blaze; is that correct?</p> <p>3 A. Honestly I don't know the answer to that. It's a 4 product. That's as much as I know.</p> <p>5 Q. But it's a separate product from Blaze?</p> <p>6 A. Yes.</p> <p>7 Q. And do you know whether Decision Simulator can 8 only be used in connection with Blaze?</p> <p>9 A. I don't know.</p> <p>10 Q. Showing you what's been attached -- what's been 11 previously marked as Exhibit 60, this is -- let me 12 know when you've had a chance to take a look at 13 it.</p> <p>14 A. Okay.</p> <p>15 Q. Have you seen this document before?</p> <p>16 A. No.</p> <p>17 Q. This is an exchange between -- well, let's look at 18 the second e-mail on Exhibit 60 which is an e-mail 19 from Andy Moffat to Hamish at Chubb, correct?</p> <p>20 A. Yes.</p> <p>21 Q. And it's dated April 1, 2015, correct?</p> <p>22 A. Yes.</p> <p>23 Q. And the e-mail we were looking at that's marked as 24 Exhibit 57 was dated March 26, 2015, correct?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 105</p>	<p>1 Q. If you look at the attachment to the e-mail, there 2 is a formal proposal attached, right?</p> <p>3 A. Yes, it says, "This document is FICO's proposal."</p> <p>4 Q. And he certainly would have needed approval from 5 higher-ups to make a proposal like this, correct?</p> <p>6 A. No. The system is automated where they're given 7 pricing, they have a pricing engine and then they 8 can discount based upon a certain amount of 9 parameters, so I can't tell any of that here, but 10 he could have definitely made a proposal on his 11 own.</p> <p>12 Q. And the proposal assumes that the Blaze Advisor 13 enterprise license applies to Chubb Europe, 14 correct?</p> <p>15 A. The asterisk says, "Assuming that Chubb have 16 already had Blaze Fundamentals and RMA training." 17 I don't see anything about underlying license.</p> <p>18 Q. Well, if you look at subpart B, Project 19 Requirements --</p> <p>20 A. Yes.</p> <p>21 Q. -- it says, "Decision Simulator to be included in 22 existing Blaze ELA contract."</p> <p>23 A. Uh-huh.</p> <p>24 Q. Do you see that?</p> <p>25 A. Uh-huh.</p> <p style="text-align: right;">Page 107</p>

<p>1 Q. Yes?</p> <p>2 <b>A. Yes, I do. There's a bullet there.</b></p> <p>3 Q. Okay. So does that indicate to you that the</p> <p>4 proposal also consistent with the e-mail is made</p> <p>5 on the premise that the Blaze enterprise license</p> <p>6 applies to Chubb Europe?</p> <p>7 <b>A. That appears to be what Andy Moffat thinks, again,</b></p> <p>8 <b>based upon this chain of e-mails, but one</b></p> <p>9 <b>person doesn't -- nobody has read the contract and</b></p> <p>10 <b>they just keep remembering certain things, so it's</b></p> <p>11 <b>just a proposal.</b></p> <p>12 Q. Who would need to have approved this for you to</p> <p>13 say that FICO knew that Chubb Europe was using</p> <p>14 Blaze and the license covered Chubb Europe?</p> <p>15 MS. KLIEBENSTEIN: Objection, calls for a</p> <p>16 legal conclusion.</p> <p>17 THE WITNESS: It goes through a process --</p> <p>18 there's a whole number of steps of processes, and</p> <p>19 at a particular point in that process it needs to</p> <p>20 go in front of the finance group, it needs to go</p> <p>21 in front of the legal group, it needs to manifest</p> <p>22 itself in a signed agreement. Until there's a</p> <p>23 signed agreement, it's nothing.</p> <p>24 BY MS. JANUS:</p> <p>25 Q. Well -- so here we're talking about -- or I should</p> <p style="text-align: right;">Page 108</p>	<p>1 Q. Right, but is your position -- my question was</p> <p>2 different than that. My question was, is it your</p> <p>3 position that this statement "No additional Blaze</p> <p>4 license(s) are needed as it is covered within the</p> <p>5 overall global Blaze ELA" is not binding on FICO</p> <p>6 because Andy Moffat is a senior account executive?</p> <p>7 <b>A. Right, he's just the senior account executive and</b></p> <p>8 <b>they don't have authority to bind the company.</b></p> <p>9 Q. Okay. Now, who would have needed to approve this</p> <p>10 position relating to Chubb's use of Blaze in</p> <p>11 Europe for it to be binding on FICO?</p> <p>12 <b>A. Like I said, it would go through a process and</b></p> <p>13 <b>then be incorporated into an agreement and then a</b></p> <p>14 <b>number of people would have to approve it, so the</b></p> <p>15 <b>finance people would have to approve it, the</b></p> <p>16 <b>product person has to approve it, the legal folks</b></p> <p>17 <b>have to approve it; and that would be in general.</b></p> <p>18 <b>At a minimum, those folks would have to approve</b></p> <p>19 <b>it.</b></p> <p>20 Q. But how does that apply when you already have an</p> <p>21 agreement that's being discussed?</p> <p>22 <b>A. It works exactly the same way every time and you</b></p> <p>23 <b>end up with a contract, either a Statement of</b></p> <p>24 <b>Work, a licensed schedule or some other contract</b></p> <p>25 <b>signed by both parties.</b></p> <p style="text-align: right;">Page 110</p>
<p>1 say -- I'm talking about Exhibit 60, and Andy</p> <p>2 Moffat has sent an e-mail about an existing</p> <p>3 license, right?</p> <p>4 <b>A. No, it says what it says.</b></p> <p>5 Q. And I asked a question.</p> <p>6 <b>A. He says that he wants to sell a proposal for</b></p> <p>7 <b>licensing training for Decision Simulator, and he</b></p> <p>8 <b>references what he believes is an overall global</b></p> <p>9 <b>Blaze ELA.</b></p> <p>10 Q. Right. And so my questions for you have been</p> <p>11 about his statement relating to the existing</p> <p>12 global Blaze ELA. Do you understand that?</p> <p>13 <b>A. Uh-huh.</b></p> <p>14 Q. Yes?</p> <p>15 <b>A. Yes.</b></p> <p>16 Q. Okay. And so his statement is, "No additional</p> <p>17 Blaze license(s) are needed as it is covered</p> <p>18 within the overall global Blaze ELA," right?</p> <p>19 <b>A. That's what he says, yes.</b></p> <p>20 Q. Okay. So my question for you is, who -- and your</p> <p>21 position has been that this statement is not</p> <p>22 binding on FICO because Andy Moffat is a senior</p> <p>23 account executive, right?</p> <p>24 <b>A. He does not have authority to sign contracts, no.</b></p> <p>25 <b>He can't bind the company.</b></p> <p style="text-align: right;">Page 109</p>	<p>1 Q. Right, but this statement he's making is about an</p> <p>2 existing enterprise license agreement, right?</p> <p>3 <b>A. But he's still talking -- first of all, he's</b></p> <p>4 <b>obviously mistaken, right, because of that set of</b></p> <p>5 <b>errors I guess that I referred to, but it's also</b></p> <p>6 <b>adding onto an existing agreement, so the whole</b></p> <p>7 <b>thing gets refiltered again through the approval</b></p> <p>8 <b>process.</b></p> <p>9 Q. And I'm just -- I'm really just asking about how</p> <p>10 that would apply, how your analysis would apply</p> <p>11 where there's no --</p> <p>12 He's not talking about entering into</p> <p>13 another Blaze enterprise license agreement, right?</p> <p>14 He's talking about the existing Blaze enterprise</p> <p>15 license agreement?</p> <p>16 <b>A. That's what he thinks.</b></p> <p>17 Q. Okay. And so is it your position that it really</p> <p>18 doesn't matter what anyone at FICO said to anyone</p> <p>19 at Chubb about the existing enterprise license</p> <p>20 agreement or the scope of the agreement?</p> <p>21 <b>A. What I'm saying is that the parties both agreed</b></p> <p>22 <b>that the only thing that's binding is something</b></p> <p>23 <b>signed by both parties. Everything else is just</b></p> <p>24 <b>conversations and informational.</b></p> <p>25 <b>So Andy is not allowed to bind the</b></p> <p style="text-align: right;">Page 111</p>



Message

**From:** Oliver Clark [OliverClark@fico.com]  
**Sent:** 4/1/2015 6:59:06 AM  
**To:** Richard Lagerweij [richardlagerweij@fico.com]  
**Subject:** FW: Decision Simulator Proposal  
**Attachments:** FICO\_ChubbInsurance\_DecisionSimulator\_Issued010415docx.docx  
**Importance:** High

Tactical error – too high and scoped to UK only. Better to start lower and with a per-application scope.

**From:** Andy Moffat  
**Sent:** 01 April 2015 11:07  
**To:** htonkin@chubb.com  
**Cc:** davidgibbs@chubb.com; Mark Collingwood; Oliver Clark; Larry Jacobson  
**Subject:** Decision Simulator Proposal  
**Importance:** High

Hi Hamish,

Please see the attached proposal for the licensing costs and associated training for Decision Simulator. The prices are heavily discounted in line with the existing Blaze contract. No additional Blaze license(s) are needed as it is covered within the overall global Blaze ELA.

Happy to talk through / organise a call if needed?

Kind regards

Andy

Andy Moffat  
Senior Account Executive

**FICO**

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London, SE1 2QP  
Mobile: +447515 066012  
[andymoffat@fico.com](mailto:andymoffat@fico.com)



**Subject:****Decision Simulator****Distribution:****Hamish Tonkin (Chubb Insurance)****David Gibbs (Chubb Insurance)****Larry Jacobson (FICO)****Mark Collingwood (FICO)****Oliver Clark (FICO)****Date:****1<sup>st</sup> April 2015****Author:****Andy Moffat (FICO)****(A) Introduction**

This document is FICO's proposal for the provision for Decision Simulator within FICO Blaze Advisor. Below are the requirements and costs.

Chubb Europe, are embarking on a project to systematise their corporate property insurance spreadsheets, with Blaze Advisor positioned as the tool in which to do this.

**(B) Project Requirements**

- Decision Simulator to be included in existing Blaze ELA contract
- Decision Simulator training

**(C) Costs**

For the provision of a regional (UK) license for the use of Decision Simulator and the associated training course.

Service	Cost
Decision Simulator UK license	£140,000
Decision Simulator Training (DSA – 1.5 days)*	£8,000

*\*Assuming that Chubb have already had Blaze Fundamentals and RMA training.*

All prices valid for 30 days only.

**(D) Next Steps**

Following confirmation of Chubb Insurance's decision on how best to proceed, FICO will provide a short contract for review.

Should you have any questions on this offer, please do not hesitate to contact:

**Andy Moffat****Senior Account Executive****T: 07515 066012****E: andymoffat@fico.com****Mark Collingwood****Sales Director****T: 07951 268505****E: andymoffat@fico.com**